

Prepared by: John F. Markel, Esquire
Return to: Nikolaus & Hohenadel, LLP
327 Locust St.
Columbia, PA 17512
Parcel ID#: 510-63665-0-0000
2086 New Danville Pike

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510-60075-0-0000
2088 New Danville Pike
Lancaster, PA 17603

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03/13/2007 10:56AM

WELL EASEMENT AGREEMENT

THIS WELL EASEMENT AGREEMENT entered into this 27th day of February, 2007, by and between DONALD A. DALE and CYNTHIA A. DALE, of the County of Lancaster and Commonwealth of Pennsylvania, (hereinafter called "DALE"), and ELMA C. KEPNER, of the County of Lancaster and Commonwealth of Pennsylvania, (hereinafter called "KEPNER").

WITNESSETH

WHEREAS, DONALD A. DALE and CYNTHIA A. DALE own the property situate 2086 New Danville Pike, Lancaster, Pequea Township, Pennsylvania 17603; and,

WHEREAS, ELMA C. KEPNER owns the property situate 2088-2090 New Danville Pike, Lancaster, Pequea Township, Pennsylvania 17603; and,

WHEREAS, the properties herein are contiguous sharing common border and the property of KEPNER is currently serviced by a well which provides water to the property of KEPNER and which is located solely on the property of DALE; and,

WHEREAS, the parties desire to reduce to writing their rights and obligations regarding the agreement of DALE to allow KEPNER, her heirs and assigns, to continue to use said well for purposes of obtaining water to the duplex and improvements on 2088-2090 New Danville Pike.

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the parties agree as follows:

1. **DONALD A. DALE** and **CYNTHIA A. DALE** do hereby grant to **ELMA C. KEPNER** the right to continue to use the well currently set forth on the property of **DALE** for purpose of supplying water to the duplex currently owned by **ELMA C. KEPNER**, 2088-2090 New Danville Pike, Lancaster, Pennsylvania 17603, a copy of a simple diagram setting forth the approximate location of the properties and the well herein is marked Exhibit "A" and is attached hereto and incorporated herein by reference and a separate plot plan more specifically setting forth the property of **DONALD A. DALE** and **CYNTHIA A. DALE** and the location of the well is marked Exhibit "B" and is attached hereto and incorporated herein by reference.

2. **ELMA C. KEPNER** does hereby agree and acknowledge that she shall be solely and absolutely responsible for the maintenance of said well and for all costs associated with the maintenance and usage of said well. The parties hereto further agree and acknowledge that the well also provides water service to a building at the rear portion of the property of **DONALD A. DALE** and **CYNTHIA A. DALE**. The parties further agree and acknowledge that said usage shall continue at not cost to **DALE** and the only responsibility of **DALE** is that they shall be responsible to maintain the piping from the well to the rear garage structure and shall have no further responsibilities regarding the supplying of the water from said well to the duplex at 2088-2090 New Danville Pike.

3. In the event the well herein would ever become dry or unusable and declared to be unusable by applicable authorities, the terms and conditions of this Agreement shall cease and be considered null and void and it shall be the responsibility of **ELMA C. KEPNER**, her

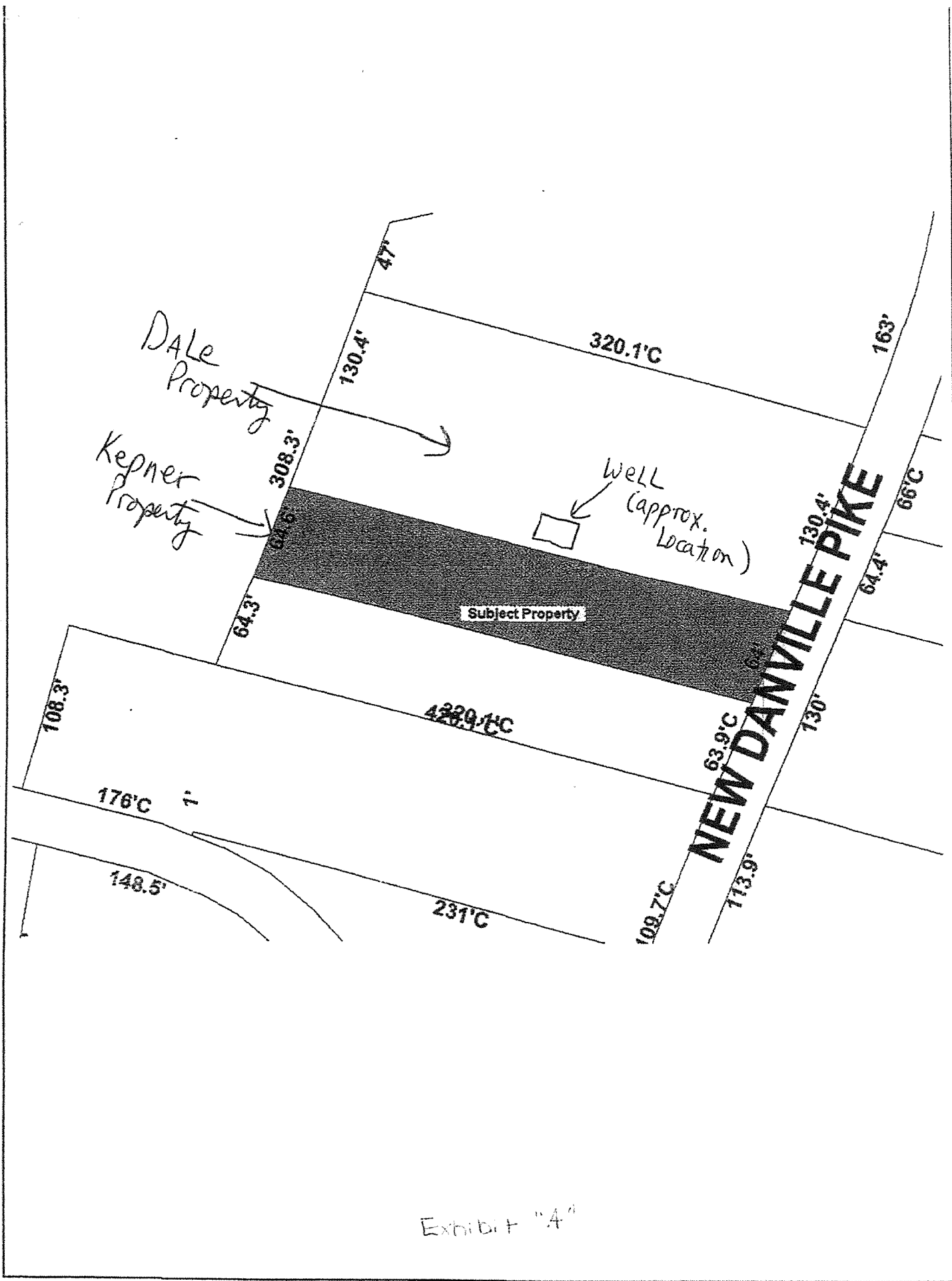
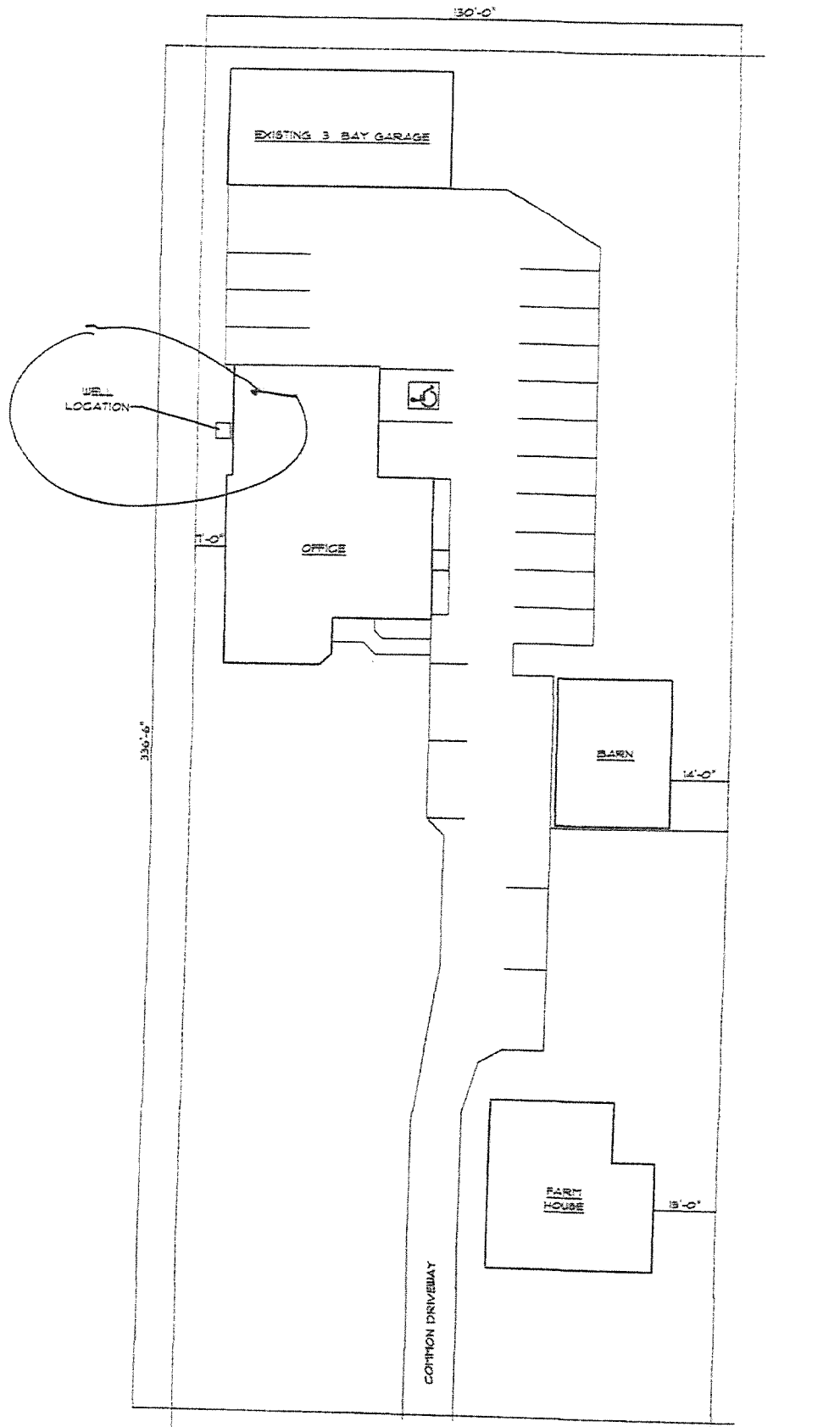


Exhibit "A"



PA ROUTE 324 NEW DANVILLE PIKE
 SITE PLAN FOR
 2086 NEW DANVILLE PIKE

EXHIBIT "B"

DAD
 PCK



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid	0
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Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name John F. Markel, Esquire	Telephone Number: (717) 684-4422		
Street Address 327 Locust Street	City Columbia	State PA	Zip Code 17512

B. TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s) Donald A. & Cynthia A. Dale	Grantee(s)/Lessee(s) Elma C. Kepner				
Street Address 2086 New Danville Pike	Street Address 2088-2090 New Danville Pike				
City Lancaster	State PA	Zip Code 17603	City Lancaster	State PA	Zip Code 17603

C. PROPERTY LOCATION

Street Address 2086 New Danville Pike	City, Township, Borough Pequea Township	
County Lancaster	School District Penn Manor School District	Tax Parcel Number 510-63665-0-0000

D. VALUATION DATA

1. Actual Cash Consideration 0.00	2. Other Consideration + 0.00	3. Total Consideration = 0.00
4. County Assessed Value 251,200.00	5. Common Level Ratio Factor X 1.22	6. Fair Market Value = 306,464.00

E. EXEMPTION DATA

1a. Amount of Exemption Claimed 100%	1b. Percentage of Interest Conveyed 100%
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2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____.
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) _____

This Easement Agreement is to simply memorialize an existing Easement and no value and no consideration is passing between the parties.

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date 3/27/07
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FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.